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AGREEMENT

Between

CAPE MAY COUNTY
CAPE MAY COURT HOUSE, NEW JERSEY

and

CAPE MAY PBA LOCAL NO. 59
POLICEMAN'S BENEVOLENT ASSOCIATION
CAPE MAY COUNTY SHERIFF'S DEPARTMENT

Effective April 1, 1992 through March 31, 1995

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ARTICLE ONE

PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 and as amended (N.J.S.A. 34:13A-5.1, et seq.), of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and understanding between the County and its Employees; to prescribe the rights and duties of the County and the Employees; and to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the peoples of the County of Cape May and its Employees and the County.

ARTICLE TWO

RECOGNITION

It is the intention of the parties that this Agreement be construed in harmony with the Rules and Regulations of the Department of Personnel, Chapter 303 of the Laws of 1968, and as amended, the statutes of the State of New Jersey, and the Resolutions, and the Rules and Regulations of the County of Cape May. Where any Resolution or Rule and Regulation, or part thereof, of the County or its various Departments is inconsistent with any term or condition of this contract, the terms and conditions of this contract shall prevail and shall supersede said inconsistent Resolution, Rule and Regulation, or part thereof.

In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated November 18, 1981, (Docket No. RO-82-51), the County recognizes the PBA as the sole and exclusive representative of all those certain Employees of the County of Cape May covered in the aforementioned certification and as more particularly set forth in Appendix A attached hereto and made a part hereof, for the purpose of collective bargaining negotiations concerning salaries, wages, and other terms and condition, but specifically excluding general category Employees of Cape May County represented by the United Independent Union, NFIU, County Investigators and Detectives represented by Police Benevolent Association, Local No. 59, Employees of the Cape May County Probation Department represented by the Cape May County Probation Officers Association, Employees of the Cape May County Court represented separately by the United Independent Union, NFIU, Employees

of the County Welfare Board represented separately by the United Independent Union, employees of Cape May County Mosquito Commission, elected officials, part-time employees, members of boards and commissions, professional employees (except Graduate Nurse and Public Health Nurse), confidential employees, supervisors, and managerial executives within the meaning of the Act.

ARTICLE THREE

MANAGEMENT RIGHTS

A. The County hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the County Government and its properties and facilities and to determine the methods of operation to be offered by its Employees and to direct the on-the-job activities of its Employees;
2. To determine the standards of selection of employment and to hire all Employees and subject to the provisions of Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer Employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to Law;
4. To relieve its Employees from duty because of lack of work or lack of funding or legal cause;
5. To maintain the efficiency of its operations;
6. To determine the amount of overtime to be worked;
7. To determine the methods, means and personnel by which its operations are to be conducted;
8. To determine the content of work assignments; and

9. To exercise complete control and discretion over its organization and the technology of performing its work.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. The County agrees to review and discuss with representatives of PBA any managerial decisions affecting job classification or duty changes which may be created due to Department of Personnel Reclassifications prior to implementations or any other matter which may affect hours, wages or conditions of employment.

D. The County agrees to hold harmless any member or bargaining unit whose position or job classification may be affected by a Department of Personnel Reclassification.

ARTICLE FOUR

DEFINITIONS

The following words and terms, when used in this contract, shall have the following meanings, unless the contents clearly indicates otherwise:

Permanent Employee - means an Employee who has acquired Department of Personnel permanent status in his position after the satisfactory completion of a working test period.

Temporary Employee - means persons hired in cases of emergency only for a period of not more than two (2) months, which two (2) month period of employment may be extended for a maximum of an additional two (2) months if the emergency is shown to continue.

Provisional Appointment - means the appointment to a permanent position pending the regular appointment of an eligible person from a special re-employment, regular re-employment or employment list.

Part-Time Employee - an Employee whose regular hours of duty are less than the regular and normal work week for the class or agency.

Seasonal - Employees which are hired for the same short period of time during the year.

Retired Employee - an Employee who retires from a State administered retirement system.

Dependents - include Employee's spouse and any Employee's unmarried children (including any step children for complete support and maintenance and who have been reported for insurance between fourteen (14) days and nineteen (19) years of age, or twenty-three (23) years of age

if a full-time student attending an accredited college. Persons insured as Employees are not included as dependents.

Immediate Family - means father, mother, spouse, child, foster child, sister or brother of the Employee. It shall also include relatives of the Employee residing in the Employee's household.

Grievance - any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions which affect any member of the bargaining unit.

Township of West Windsor - the Public Employment Relations Commission, 78 N.J. 98, 393 A.2d 255 (1978).

Overtime - means all hours worked in excess of normal scheduled hours.

Grant Employee - means persons who are employed to fill positions funded wholly or at least fifty (50%) percent by State or Federal Grants.

Anniversary Date - for all Employees employed on or before December 31, 1979, anniversary date shall be defined as the date on which the Employee received his last increment during 1979. Said date shall become his permanent and unchanged anniversary date for each said Employee. For all Employees hired after December 31, 1979, anniversary date shall be defined as date of hire.

ARTICLE FIVE

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the Departmental Supervisory staff and having the grievance adjusted without the intervention of the PBA.

3. Any grievance may be raised by any Employee or by the PBA.

B. Steps of the Grievance Procedure

The following constitute the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any Step is waived by mutual consent:

STEP ONE:

(a) An aggrieved Employee shall institute action under the provisions hereof by submitting his grievance in writing within five (5) working days after the occurrence upon a form provided by the PBA to the Shop Steward, who in turn shall forthwith file one (1) copy with the County's Personnel

Officer and one (1) copy with the immediate Supervisor of the aggrieved Employee. Having completed this, an earnest effort shall be made to settle the differences between the aggrieved Employee and his immediate Supervisor for the purpose of resolving the matter informally. Failure to file his grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the Employee from any right to proceed further with the grievance.

(b) The Supervisor shall render a written decision within five (5) working days after receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance, and shall entitle the Employee to move the grievance.

(c) Where the Employee has no immediate Supervisor, he or she may proceed directly to STEP TWO hereof, subject to the time limitations provided for filing a grievance as provided under STEP ONE.

STEP TWO:

(a) In the event a satisfactory settlement has not been reached with the Supervisor, the Employee may appeal his grievance to the Department Head (or his representative) within five (5) working days following receipt by the Employee of the written determination of the Supervisor. Such appeal shall be in writing signed by the aggrieved Employee and delivered to the Department Head.

(b) The Department Head, or his representative, shall render a written decision within five (5) working days from his receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

STEP THREE:

In the event that the grievance has not been resolved at STEP TWO, the following provisions and procedures shall apply. The parties agree that there are two (2) types of grievances for the purposes hereinafter set forth more particularly as follows:

Type One:

Grievances involving the meaning, application or interpretation of the terms of this Agreement.

Type Two:

Grievances involving the interpretation or application of Rules and Regulations, policies, or administrative decisions which affect the terms and conditions of employment of an Employee.

Type One Grievance

In the event that a Type One grievance has not been resolved at STEP TWO, the Employee may within ten (10) working days following receipt by him of the determination of the Department head, submit the matter to the Public Employment Relations Commission for binding arbitration. In the event that the Employee shall elect to submit the

Type One grievance for binding arbitration, the following provisions shall apply:

- (a) An Arbitrator shall be selected pursuant to the Rules of the Public Employment Relations Commission.
- (b) The Arbitrator shall be bound by the parameters of the Type One grievance definition stated above in this Article Five of this Agreement.
- (c) The decision of the Arbitrator shall be final and binding upon the parties.
- (d) The costs of the services of the Arbitrator shall be borne equally by the County and the PBA. The Arbitrator shall set forth the findings of fact and reasons for making the Award within thirty (30) days after the conclusion of the arbitration hearing, unless otherwise agreed to by the parties.

Type Two Grievance

In the event that a Type Two grievance has not been resolved at STEP TWO, the Employee may within ten (10) working days following receipt by him of the determination of the Department Head, submit the Type Two matter to the Public Employment Relations Commission for non-binding arbitration. In the event that the Employee shall elect to submit the Type Two grievance for non-binding arbitration, the following provisions shall apply:

- (a) An Arbitrator shall be selected pursuant to the Rules of the Public Employment Relations Commission.

(b) The Arbitrators shall be bound by the parameters of the Type Two grievance definition stated above in this Article Five of this Agreement.

(c) The decision of the Arbitrator shall not be binding upon either party. Each party shall review the findings of the Arbitrator and certify to the other within ten (10) days of receipt thereof in writing whether the finding will be accepted.

(d) The costs of services of the Arbitrator shall be borne equally by the County and the PBA. The Arbitrator shall set forth the findings of fact and reasons for making his non-binding decision within thirty (30) days after the conclusions of the arbitration hearing, unless otherwise agreed to by the parties.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, the grievance procedure herein established by this Agreement between the Employer and the PBA shall be utilized for any dispute covered by the terms of this Agreement or affecting the Employees covered hereunder.

C. PBA Representation in Grievance Procedure

1. At the request of the aggrieved Employee, the representatives may participate in the grievance procedure at Step One.

2. The representative or the President of the PBA may participate in the grievance procedure at Step One.

3. The representative and business agent or President of the PBA may participate in the grievance procedure at Step Two.

4. At any meeting between a representative of the County and an Employee in which discipline (including warnings which are to be included in the personnel file, suspension, demotion, discharge or withholding of wages because of tardiness or unauthorized absence) is to be announced, a PBA representative may be present if the Employee so requests.

5. All disciplinary matters will be handled under the present provisions of the Department of Personnel Regulations and Statutory Law and will not be processed under the grievance procedure.

6. In the event an off-duty Employee is subpoenaed by the County to testify or participate in any grievance or disciplinary hearing, he/she shall be paid at time and one-half. In the event an on-duty Employee is subpoenaed or called to testify or participate in any grievance or disciplinary hearing, he/she shall suffer no loss of pay.

ARTICLE SIX

SENIORITY

A. For the purpose of accruing benefits payable hereunder, including but not limited to vacations, sick leave and longevity, Seniority shall be defined as continuous employment with the County from the date of hire.

B. For purposes of promotions or demotions, Seniority shall be defined as length of service from date of Employee's Certification by Department of Personnel in his present title.

C. For purposes of layoff, Seniority shall be defined as the Employee's length of service from his date of initial Certification by the Department of Personnel as a uniformed Sheriff's Officer or Correction Officer.

D. The County shall utilize experience, ability, aptitude, qualifications, attendance and physical condition and the results of the Department of Personnel examination as the criteria for promotions of Employees to job classifications for a higher rate of pay. When all of the aforementioned items are substantially equal, seniority shall be the deciding factor.

E. The County shall mail or hand deliver to the PBA Departmental Representative at his office address to be supplied to the County by the PBA, copies of all Job Opportunity Bulletins, Department of Personnel Test Notifications, and all other correspondence, notices, or other materials forwarded to or received from Department of Personnel

concerning job openings or opportunities within seventy-two (72) hours of receipt or transmittal of same.

ARTICLE SEVEN

UNION REPRESENTATIVES

A. Accredited representatives of the PBA may enter the County facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the PBA decides to have its representative enter the County facilities or premises, it will request such permission from the appropriate County representatives, and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of County government or normal duties of Employees. There shall be no PBA business transacted nor meeting held on County time or property.

B. Three (3) representatives may be elected to represent the PBA in grievances with the County.

C. The County agrees to give time off the job and with pay for PBA Representatives performing their PBA duties, such time shall not exceed two (2) hours per day. The PBA agrees to take all steps necessary to insure that this time is within reasonable limits.

D. Pursuant to N.J.S.A. 11:26C-4, the County agrees to grant a leave of absence with pay to the duly authorized representative of the PBA to attend any State or National convention of such organization. A certificate of attendance to the State or National convention shall be submitted by the representative so attending. Leave of absence shall be for a period inclusive of the duration of the convention, with a reasonable time allowed for time to travel to and from the convention.

ARTICLE EIGHT

HOURS AND OVERTIME

A. For all uniformed Employees in the Sheriff's Department, the basic work week is eight (8) hours per day, forty (40) hours per week, which may be scheduled Sunday through Saturday inclusive. The time taken for meals will be included in the day as part of the eight (8) hours per day, such time shall not exceed one (1) hour.

B. Payment of overtime for all hours worked in excess of eight (8) hours per day or forty (40) hours per week and all hours worked on Holidays shall be compensated for at the rate of one and one-half (1-1/2) the straight time rate. Overtime will be compensated in one-half (1/2) hour units, fractional portions being counted as a full half (1/2) hour except that no payment will be made for an initial period of less than fifteen minutes.

C. All part-time Employees shall be paid on a per diem basis, based on a forty (40) hour work week, eight (8) hours per day.

D. The Employee shall have the option of receiving payment in cash or compensatory time for the hours worked in excess of the normal work day of eight (8) hours per day. In all cases where eight (8) hours per day have been exceeded, payment will be made in cash or compensatory time for the period exceeding normal hours in same pay period wherever possible.

E. Overtime shall be distributed as equitably as possible in accordance with Departmental work rules as established in Article Twenty.

F. All Employees when required to appear in any Court or Administrative Agency while off-duty for matters which arise out of their employment as Correction Officers hereunder, shall be entitled to overtime.

G. Compensatory time shall be used within the calendar year earned and can only be carried over to the next succeeding year with the approval of the Board of Freeholders.

H. All Employees will start work fifteen (15) minutes prior to the commencement of his/her shift, which time is to be used as muster and prep time. When men are otherwise called in prior to the commencement of their shift, they shall be paid at the rate of time and one-half (1-1/2) for the time up to the start of the shift. Thereafter, the Employee shall receive straight time for all hours which fall within the Employee's normal work hours.

I. When men are called in for a specific duty assignment from an off-duty day or from between work shifts, they shall be paid a minimum of four (4) hours at straight time.

J. The Sheriff shall be allowed to have two (2) meetings per year with all members of this bargaining unit without pay to Employee.

K. In the event Employees are directed to remain on duty at the jail facility beyond the end of their shift, they shall be paid at the rate of time and one-half (1-1/2) for the time up to the start of their next regularly-scheduled shift.

L. Employees qualifying to carry off-duty weapons will qualify or requalify on their own time. Mandated re-qualification for service

weapons will be done during on-duty hours. In the event such qualification cannot be scheduled during on-duty hours, then it shall be scheduled on off-duty hours and the Employee will be paid at straight time.

M. Except as provided in Sub-paragraph L above, other types of in-service training if not during a normal working day should be paid at a rate of time and one-half (1-1/2).

ARTICLE NINE

HOLIDAYS

A. The following holidays shall be recognized:

- | | |
|---------------------------|-------------------------------|
| 1. New Year's Day | 9. Columbus Day |
| 2. Martin Luther King Day | 10. Veteran's Day |
| 3. Lincoln's Birthday | 11. General Election Day |
| 4. Washington's Birthday | 12. Thanksgiving Day |
| 5. Good Friday | 13. Day after Thanksgiving |
| 6. Memorial Day | 14. Christmas Day |
| 7. Independence Day | 15. Three Administrative Days |
| 8. Labor Day | |

B. Employees who are scheduled to work on the recognized holidays noted in this Article shall be paid at the rate of one and one-half (1-1/2) the straight time rate for the actual hours worked on the holiday, provided however, that each such Employee shall be paid for a minimum one-half day at the above prescribed rate.

In addition, Employees who are scheduled to work or who work on the recognized days noted in this Article shall be given a day off with pay at a later date in accordance with departmental rules established in Article Twenty.

C. For Employees working a five (5) day week (Monday through Friday), holidays which fall on Saturday will be celebrated on the preceding Friday; holidays which fall on Sunday will be celebrated on the following Monday. For Employees working other than a five (5) day

work week as described above, holidays will be celebrated on the date on which they actually fall, except where altered by the Act of Congress.

D. Administrative days are to be used by the Employee for personal reasons and subject to the following conditions: An administrative day shall be granted by the County upon prior request of the Employee submitted to the Sheriff or his designee. Said request shall be granted, at the discretion of the Sheriff or his designee so long as the Employee's absence can be granted without interference with the proper conduct of the Department. Requests shall not be unreasonably denied. Administrative days shall not accumulate, but must be used in the calendar year.

E. Seasonal Employees do not get paid for holidays unless they actually work on the holiday. Seasonal Employees do not earn vacation, sick leave, or administrative leave days.

F. All part-time Employees shall receive holiday credit allowance as follows: One (1) holiday will be earned for each nineteen (19) days worked. Maximum holidays that can be earned in any calendar year is fourteen (14) days. Any vacation days, sick leave days or administrative leave days that have been earned and used shall be included in computing the nineteen (19) days referred to above. Part-time Employees shall earn one (1) administrative day for each forty-nine (49) days worked to a maximum of three (3).

ARTICLE TEN

VACATIONS

A. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; twelve (12) working days vacation thereafter for every year and up to six (6) years of service; fifteen (15) working days vacation after the completion of six (6) years and after fifteen (15) years and up to twenty (20) years of service, seventeen (17) days vacation; after twenty (20) years of service, twenty (20) working days vacation; and after twenty-five (25) years of service, twenty five (25) working days vacation. Permanent part-time Employees shall receive vacation credit allowance as provided below.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority, unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

C. Initial year of hire vacation days must be earned before they can be used. Each year thereafter, each Employee shall become entitled to his entire vacation period specified in Paragraph "A" above on January 1 of said year.

In the event an Employee terminates employment, vacation shall be deemed to have accrued during the year of termination. Accordingly, vacation pay will be granted to Employees terminating their employment.

The number of vacation days to be granted will be the proportionate number as accrued during the year of termination. In the event an Employee has taken all his annual allotment of vacation days prior to termination, he shall be charged back for the unearned days upon his termination from employment.

The above shall not apply in the event of death or statutory retirement.

D. Part-time Employees shall receive vacation credit allowance on the following basis: One vacation day will be earned for each twenty-two (22) days worked. Maximum vacation days that can be earned in any calendar year is twelve (12) days. Any vacation days, sick leave days or administrative leave days that have been earned and used shall be included in computing the twenty-two (22) days referred to above.

ARTICLE ELEVEN

SALARIES

Section 1. Salaries for Employees hereunder for the term of this agreement, shall be provided in SCHEDULE "A" attached hereto and made a part hereof. All wages shall be authorized by an appropriate resolution to be adopted by the County. The wages outlined in accordance with SCHEDULE "A" attached hereto shall be the wages paid to all Employees employed as of the date of the signing of this Agreement, and whose names appear on said SCHEDULE "A," notwithstanding the implementation by the County of a salary guide as provided for in Section 2 hereunder.

Section 2. A salary guide for employees employed after the date of the execution of this Contract shall be created and shall be in effect as provided for in SCHEDULE "B" attached hereto and made a part hereof. The minimum and maximum salaries provided for in said guide shall be authorized by appropriate resolution to be adopted by the County. It is agreed that this salary guide shall apply to all new Employees hired after the execution of this Agreement and shall be in effect for the term of this Agreement.

Section 3. If upon the expiration of the term of this Agreement a new agreement has not been completed, Employees hereunder shall move to the next successive step on the salary guide referred to above during the pendency of negotiations and finalization of the new agreement. Any increase in wages as a result of such steps shall be considered new money and will be charged as a cost to any new contract.

Section 4. In order to be entitled to advance a step on April 1 of each year of this contract, an Employee must have been employed for a period of six (6) months with the Sheriff's Department. Accordingly, Employees employed after October 1 of any year shall not be entitled to step movement on April 1 following employment, but shall first be entitled to step movement on the next succeeding April 1.

ARTICLE TWELVE

HEALTH BENEFIT PROGRAM

1. The County shall provide to Employees covered under this Agreement a health benefit program which includes certain coverages as set forth below:

- A. A hospitalization-surgical-medical benefit plan. A One Hundred (\$100.00) Dollar co-payment shall apply to each hospital admission up to a maximum of two (2) hospital admissions per calendar year per family.
- B. An unlimited maximum on major medical coverage after an initial Two Hundred (\$200.00) Dollar individual deductible; Four Hundred (\$400.00) Dollar aggregate deductible with eighty (80%) percent coinsurance up to Two Thousand (\$2,000.00) Dollars.
- C. An eye care coverage plan for all employees and their dependents covered under this Agreement.
- D. A prescription insurance plan for all employees and their dependents with a Five (\$5.00) Dollar co-pay with an alternate zero co-pay for generic drugs.
- E. A disability coverage insurance plan with benefits of Ninety (\$90.00) Dollars per week for a period of thirteen (13) weeks.
- F. Life insurance coverage for each employee in the amount of Five Thousand (\$5,000.00) Dollars.
- G. A full family dental care plan.
- H. Upon retirement, the County shall continue the hospitalization and life insurance program for retiring employees with twenty- five

(25) years of service with the County of Cape May until the death of the employee.

2. Employees who can certify other health care coverage through a spouse's employment may elect to opt out of coverage and receive a payment of Five Hundred (\$500.00) Dollars per annum pro-rated for the period of time each calendar year that coverage does not apply to the employee. Checks for opting out will be issued on or about December 1 of each year.

3. In the event a husband and a wife are both employed by the County, health care insurance coverages provided hereunder shall be afforded to only one designated spouse with the other spouse covered as a family member. The non-designated spouse shall receive a payment of Five Hundred (\$500.00) Dollars per annum in lieu of coverage. Checks for this payment will be issued on or about December 1 of each calendar year. In the event the designated covered spouse dies, terminates employment, or should the marriage be dissolved by divorce, the non-designated spouse shall once again become covered and the Five Hundred (\$500.00) Dollar payment shall be prorated.

4. Employees who do not work a minimum of twenty (20) hours per week shall not be covered by the County's health benefit program set forth above.

5. The County reserves the right to review and change the health benefit insurance coverages set forth above or to implement a Cape May County self-insured health benefits plan during this contract as long as

the level of coverage provided is on balance appreciably comparable to the current coverages.

6. In the event an employee undertakes drug or alcohol rehabilitation under the County's health care benefit plan, the employee may apply for a leave of absence and such leave will not be unreasonably denied.

7. The County will indemnify and hold harmless each and every member of the bargaining unit from any liability arising out of the Employee's actions within the scope of his authority and shall maintain current liability insurance coverage.

8. The County shall provide a program where all personnel will have a medical examination and immunization shots twice a year as determined by the County Physician, because of constant physical contact between personnel and inmates, due to contagious diseases. In the event any such medical examination shall disclose that an Employee has been exposed to a contagious disease, the County shall then provide a medical examination to all members of the Employee's immediate family who reside with him.

ARTICLE THIRTEEN

SICK LEAVE

Section 1. Service Credit for Sick Leave.

1. All Employees shall be entitled to sick leave with pay as specified hereunder.

2. Sick leave for purposes herein is defined to mean absence from work of an Employee because of personal illness by reason of which such Employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such Employee.. For the purpose of these rules, "member of immediate family" is interpreted as meaning father, mother, husband, wife, child, foster child, sister, brother or relatives of the Employee residing in Employee's household.

Section 2. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any full-time Employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment; and fifteen (15) working days in every calendar year thereafter.

2. Any amount of sick allowance not used in any calendar year shall accumulate to the Employee's credit from year-to-year to be used if and when needed for such purpose.

3. Temporary, provisional and permanent part-time Employees shall be granted sick leave credit on a proportionate basis.

Section 3. Reporting of Absence on Sick Leave.

1. If an Employee is absent for reasons that entitle him to sick leave, his Department Head shall be notified prior to the Employee's starting time.

a. Failure to so notify his Department Head may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

Section 4. Certification of Sick Leave.

1. An Employee who shall be absent on sick leave for five (5) or more consecutive working days or totaling more than fifteen (15) days in one calendar year, may be required to submit acceptable medical evidence substantiating the illness. Any abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health of the Employee's municipality of residence shall be required prior to the Employee's return to work.

3. The County may require an Employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the County, by a physician designated by the County. Such examination shall establish whether the Employee is capable of performing his normal duties and that his return to work will not jeopardize the health or safety of other Employees.

Section 5. Sick Leave Payment at Retirement.

At retirement, the County agrees to pay each Employee an amount equal to fifty (50%) percent of all accrued and unused sick leave up to a maximum payment of Twelve Thousand (\$12,000.00) Dollars.

Section 6. Part-Time Sick Leave.

Part-time Employees shall receive sick leave credit allowance on a proportionate basis. One (1) sick leave day will be earned for each seventeen (17) days worked. The maximum sick leave days that can be earned is fifteen (15) days per year. Any vacation sick leave, or administrative leave days that have been earned and used are included in the seventeen (17) day total referred to above.

Section 7. Sick Leave Incentive.

If an Employee does not utilize any sick leave days for a full calendar year (January through December), the Employee shall be entitled to one (1) day off with pay.

Section 8. Sick Leave Buy Back.

If permissible under law or regulation, the County will permit an Employee to buy back used sick leave days, up to a maximum of five (5) days per calendar year. The buy back shall be on the basis of the Employee paying to the County for such days at the Employee's then current base wage.

ARTICLE FOURTEEN

DISABILITY LEAVE

Whenever an Employee in the classified Civil Service is disabled through injury or illness as a result of or arising from his employment as evidenced by a certificate of a County-designated physician or physician acceptable to the County, he shall be granted, in addition to his annual sick leave with pay or any accumulations thereof, leave of absence with pay as may be reasonably required, as evidenced by a certificate of the County-designated physician or physician acceptable to the County, for the period during which worker's compensation payments are allowed. All benefits shall cease upon receipt of a determination that the Employee is permanently disabled and will not return to work.

Disability Payments hereunder shall not be withheld pending receipt by the County of the aforementioned certificate but in no event shall the County be obligated to make disability payments in excess of the Employee's accumulated sick leave unless and until aforementioned certificate has been submitted to the County.

During the period in which full salary or wages of an Employee on disability leave is paid by the County, any compensation payments made to, or received by or on behalf of, such Employee shall be deducted from the amount carried on the payroll for such Employee or shall be assigned to the County by the insurance carrier or the Employee.

Whenever the County-designated physician or the physician acceptable to the County shall report in writing that the Employee is fit for

work, such disability leave shall terminate and such Employee shall forthwith report for work.

Any Employee on injury leave resulting from injury while on County work, shall continue to accrue sick leave credits while he remains on the payroll.

ARTICLE FIFTEEN

FUNERAL LEAVE

A. Employees shall be granted special leave with pay in the event of death in the Employee's immediate family up to a maximum of five (5) days. Funeral leave shall commence upon notification of death and shall terminate the day following interment.

B. Immediate family for the purposes of this Article shall be defined as spouse, father, mother, grandfather, grandmother, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandchildren.

C. Request for funeral leave shall be subject to the approval of the Department Head. Such approval shall not be unreasonably denied.

ARTICLE SIXTEEN

TEMPORARY ASSIGNMENT PAY

Any non-supervisory Correction Officer who is temporarily assigned to and works as the Officer-In-Charge of a shift, shall be paid a stipend of Ten (\$10.00) Dollars for such shift.

ARTICLE SEVENTEEN

LONGEVITY

A. The following longevity plan shall be maintained by the County which is based upon Employee's length of continuous and uninterrupted service with the County:

1. Five (5) years of service - 2 percent longevity based upon employee's base salary.
2. Ten (10) years of service - 4 percent.
3. Fifteen (15) years of service - 6 percent.
4. Twenty (20) years of service - 8 percent.
5. Twenty-five (25) years or more of service - 10 percent.
6. Thirty (30) years or more of service - 12 percent.
7. Forty (40) years or more of service - 14 percent.

B. Deputy pay shall be included in the computation of longevity.

C. Longevity pay shall be computed as of January 1 and shall commence on January 1 of the year during which the Employee's fifth anniversary of date of hire occurs.

D. The parties agree that the County shall not provide longevity pay to Employees hired after September 9, 1986. The above longevity plan shall only apply to Employees hired prior to September 9, 1986. The intent of the parties is to provide for the "grandfathering" of longevity for Employees of the County who were employed prior September 9, 1986.

ARTICLE EIGHTEEN

BULLETIN BOARDS

Bulletins Boards shall be made available by the County and shall be designated "Employee Bulletin Boards". These bulletin boards may be utilized by the PBA for the purpose of posting PBA announcements and other information of a non-controversial nature. The Department Head or his representative may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article.

Changes of shifts or assignments are to be posted on the bulletin board.

ARTICLE NINETEEN

UNIFORMS

1. The County agrees to provide to each Employee hereunder the following uniforms which the Employee accepts and agrees to maintain in good condition except for ordinary wear and tear:

- a. Four (4) long sleeve (winter weight) shirts with necktie.
- b. Four (4) trousers (medium weight) and belt.
- c. One (1) winter jacket.
- d. One (1) felt hat.
- e. Four (4) short sleeve (summer weight) shirts.
- f. One (1) straw hat.
- g. One (1) plastic rain cover.
- h. Two (2) nameplates.
- i. One (1) whistle.
- j. One (1) off-duty I.D. card.
- k. One (1) set of handcuffs and case.
- l. One (1) spring weight jacket or one (1) sweater.

2. A set payment of Four Hundred Twenty-Five (\$425.00) Dollars shall be made to each Employee hereunder for the maintenance of uniforms and accessories for uniformed Officers. Effective April 1, 1993, this allowance shall be increased by Seventy Five (\$75.00) Dollars to Five Hundred (\$500.00) Dollars. Payment shall be made after budget approval each year on December 1st.

3. Maintenance allowance for part-time Employees and newly-hired Employees shall be paid on a pro-rated basis in accordance with time worked.

4. County will see that such Employee is properly measured and fitted for said uniforms.

5. The County will pay for non-personal equipment and clothing items required for use during training. Such payment shall not cover any such item of equipment or clothing which are retained by the Employee.

ARTICLE TWENTY

WORK RULES AND SAFETY COMMITTEE

Section 1. The County may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this agreement and further provided that the PBA shall have the right to grieve with reference to same within five (5) days after the same are posted or disseminated and/or copy sent to the PBA.

Copies of all Departmental work rules shall be supplied to each Departmental Shop Steward.

Section 2. The PBA Negotiating Committee and Sheriff or Warden (depending upon which person is responsible for the operation of the jail) shall constitute a Safety Committee.

Section 3. This Article is subject to the provisions of N.J.S.A. 34:13A-5.3 which provides inter alia that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE TWENTY-ONE

COLLEGE CREDITS

The County will pay for tuition costs for approved college credits for correction courses after successful completion of the course and agreement by the Employee for thirty-six (36) months of continued employment. If an Employee leaves employment with the County during the thirty-six (36) month period, the Employee shall reimburse the County for any sums paid hereunder or the County can withhold such sum from any final wage or benefit payments due the Employee.

ARTICLE TWENTY-TWO

NO-STRIKE PLEDGE

A. The PBA covenants and agrees that during the term of this agreement, neither the PBA nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any Employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown, walkout or other job action against the County. The PBA agrees that such action would constitute a material breach of this agreement.

B. In the event of a strike, slowdown, walkout, or other job action, it is covenanted and agreed that participation in any such activity by any PBA member shall entitle the County to invoke the following: Such activity shall be deemed grounds for termination of employment of such Employee or Employees, subject, however, to the application of the Civil Service Law.

C. The PBA will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the County.

D. . Nothing contained in this agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the PBA or its members.

ARTICLE TWENTY-THREE

NON-DISCRIMINATION

A. There shall be no discrimination by the County or the PBA against an Employee on account of race, color, creed, sex, age, marital status, national origin, or political affiliation.

B. All references to Employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female Employees.

C. There shall be no discrimination, interference, restraint, or coercion by the County or any of its representatives against any of the Employees covered under this agreement because of their membership or non-membership in the PBA or because of any lawful activities by such Employee on behalf of the PBA. The PBA, its members and agents, shall not discriminate against, interfere with, restrain or coerce any Employees covered under this agreement who are not members of the PBA. Members of other organizations within the Department who are not members of the PBA shall not discriminate against, interfere with, restrain or coerce or harass any Employees covered by this Agreement who are members of the PBA or representatives of the PBA in the performance of their PBA duties.

ARTICLE TWENTY-FOUR

DEPARTMENTAL INVESTIGATIONS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the Department shall be at a reasonable hour, preferably when the Employee is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Sheriff. Usually it will take place at Department Headquarters or the location where the incident allegedly occurred.
3. The Employee shall be informed of the investigation before any interrogation commences. Sufficient information to reasonably apprise the Employee(s) of the allegations should be provided. If it is known that the Employee is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. The Employee shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. At every stage of the proceedings, the Department shall afford an opportunity for an Employee, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of an Employee, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney. However, this Paragraph shall not apply to routine day-to-day investigations.
7. In cases other than departmental investigations, if an Employee is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.

ARTICLE TWENTY-FIVE

SEPARABILITY AND SAVINGS

If any provisions of this agreement or any application of this agreement to any Employee or group of Employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE TWENTY-SIX

CHECK-OFF AND REPRESENTATION FEE

A. Check-Off.

The County agrees to Grant rights of dues deduction to the PBA and will deduct PBA membership dues from the pay of those Employees who individually request in writing that such deductions be made. Such written request must be given to the County's Personnel Office. The County shall remit once a month the monies collected for this purpose to the PBA.

A check-off shall commence for each Employee who signs a properly dated authorization card, supplied by the PBA and approved by the County during the month following the filing of such card with the County.

The PBA shall indemnify and save the County harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the PBA pursuant to this Section A of this Article.

Any such written authorization may be withdrawn at any time by filing a written notice of such withdrawal with the County's Personnel Officer. Withdrawals shall become effective fifteen (15) days after such filing.

B. Representation Fee.

In addition, in accordance with the provisions of N.J.S.A. 34:13A-5.5, the County agrees to deduct from the salaries of its Employees subject to this Agreement, but not members of the PBA, a

representation fee in lieu of dues for services rendered by the majority representative in an amount equal to eighty-five (85%) percent of the regular membership dues, fees and assessments paid by members of the PBA, less the cost of benefits financed through the dues and assessments and available to and benefitting only members of the PBA. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S. 52:14-15.9(3)), as amended. Said monies, together with records of any corrections, shall be transmitted to the PBA during the month following the monthly pay period in which deductions were made. Implementation of a payroll deduction for a representation fee will commence with a notification from PBA, but not to exceed sixty (60) days from the date of notice.

If during the life of this Agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the County two (2) months' written notice prior to the effective date of such change.

The PBA agrees to furnish the County with a copy of its "demand and return system" which must be established and maintained by the PBA in accordance with the law.

The PBA shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out or by reason of any action taken in making deductions and remitting the same to the PBA, pursuant to Section B of this Article.

ARTICLE TWENTY-SEVEN

FULLY BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. This Article is subject to the statutory mandate set forth at N.J.S.A. 34:13A-5.3.

ARTICLE TWENTY-EIGHT

TERM AND RENEWAL

This agreement shall be in full force and effect as of April 1, 1992 to March 31, 1995. Contract modifications shall be effective upon the signing of this Agreement except for wages which shall be paid in accordance with Schedule "A" and "B."

This agreement shall continue in full force and effect from year-to-year thereafter, unless one party or the other gives notice, in writing, at least one hundred eighty (180) days prior to the expiration date of this agreement, of a desire to change, modify or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly signed and sealed the day and year first above written.

PBA LOCAL #59 POLICEMAN'S
BENEVOLENT ASSOCIATION -
CAPE MAY COUNTY SHERIFF'S
DEPARTMENT

THE COUNTY OF CAPE MAY
BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY, NEW JERSEY

By: 

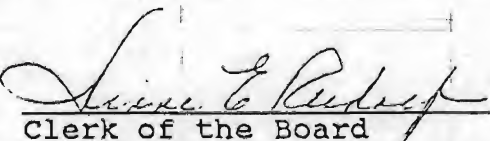
By: 

William Sturm, Director

ATTEST:

ATTEST:




Clerk of the Board

(DATA\CLIENTS\CAPEMAY\SHER.AG)
(3-9-93:adr)

APPENDIX "A"

All uniformed Sheriff's Officers and Corrections' Officers, including Sheriff's Officer Sergeants and Correction Officer Sergeants employed by Cape May County, but excluding all Superior Officers above the rank of Sergeant, supervisors, non-police employees, confidential employees, and managerial executives as defined by the Act.

SCHEDULE "B"
CAPE MAY COUNTY
SALARY GUIDE

<u>Year of Svc.</u>	<u>Effec- tive 4/1/92</u>	<u>Effec- tive 10/1/92</u>	<u>Effec- tive 4/1/93</u>	<u>Effec- tive 10/1/93</u>	<u>Effec- tive 4/1/94</u>	<u>Effec- tive 10/1/94</u>
1	17,500	17,500	17,500	17,500	18,000	18,000
2	19,000	19,500	19,500	19,500	20,000	20,000
3	20,000	20,000	20,750	20,750	21,500	21,500
4	21,000	21,000	21,750	21,750	23,000	23,000
5	23,025	23,658	24,308	24,916	25,601	26,305
6	28,560	29,345	30,152	30,981	31,833	32,708
Sgt.	31,441	32,306	33,194	34,107	35,045	36,008